

**CITY OF WHEAT RIDGE, COLORADO**  
**RESOLUTION NO. 42**  
**Series of 2018**

**TITLE: A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE WHEAT RIDGE POLICE DEPARTMENT, THE GOLDEN POLICE DEPARTMENT, AND THE 1<sup>ST</sup> JUDICIAL DISTRICT ATTORNEY'S OFFICE, FOR THE ESTABLISHMENT OF A BODY-WORN CAMERA PROGRAM**

**WHEREAS**, the City of Wheat Ridge, Colorado (the "City"), acting through its City Council ("Council"), is a home rule municipality with statutory and constitutional authority to enact ordinances and enter into agreements for the protection of the public health, safety and welfare; and

**WHEREAS**, pursuant to C.R.S. § 29-1-203, the City is authorized to enter into cooperative agreements with other governmental entities to provide and receive certain functions and services; and

**WHEREAS**, the Wheat Ridge Police Department has proposed a memorandum of understanding with the City of Golden and the First Judicial District Attorney's Office to establish their mutual obligations, desires and goals in pursuing and using grant funding to establish body-worn camera ("BWC") programs and policies in the City's respective law enforcement agencies; and

**WHEREAS**, the Council finds that the use of BWC by law enforcement has the potential to demonstrate transparency to the community, to document evidence, and to deter unprofessional, illegal and inappropriate behaviors by both law enforcement and the public; and

**WHEREAS**, the Council therefore desires to approve the proposed MOU to facilitate the funding and implementation of BWC programs and policies in the respective jurisdictions, consistent with any grant funding awarded for such purpose; and

**WHEREAS**, Section 14.2 of the Wheat Ridge Home Rule Charter authorizes the Council, acting by resolution or ordinance, to enter into contracts or agreements with other governmental units for the furnishing and receiving of commodities and services.

**NOW, THEREFORE, BE IT RESOLVED** by the Wheat Ridge City Council, that:

The attached Memorandum of Understanding between the First Judicial District Attorney's Office, the City of Wheat Ridge and the City of Golden for the Implementation of Body Worn Camera Programs is hereby approved. The Mayor and City Clerk are authorized to execute the same.

DONE AND RESOLVED this 13<sup>th</sup> day of August, 2018.

W. J. Starker  
Bud Starker, Mayor

ATTEST:

Janelle Shaver  
Janelle Shaver, City Clerk



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE FIRST JUDICIAL DISTRICT ATTORNEY'S OFFICE,**  
**THE CITY OF WHEAT RIDGE, AND THE CITY OF GOLDEN**  
**FOR THE IMPLEMENTATION OF**  
**BODY WORN CAMERA PROGRAMS**

This Memorandum of Understanding (MOU) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the First Judicial District Attorney's Office, Colorado ("DAO"), the City of Wheat Ridge, Colorado ("Wheat Ridge") and the City of Golden, Colorado ("Golden"). Both Wheat Ridge and Golden are home rule cities and Colorado municipal corporations. For purposes of this MOU, each Party may be referred to as a "Party" or collectively as "Parties".

**WITNESSETH**

**WHEREAS**, the agencies of the First Judicial District have a documented history of collaboration among governmental and community agencies working to better the community by eradicating crime, advocating for victims, and holding offenders accountable; and

**WHEREAS**, the use of Body-Worn Cameras ("BWC") by law enforcement has the potential to demonstrate transparency to the community; to document evidence; and to deter unprofessional, illegal, and inappropriate behaviors by both law enforcement and the public; and

**WHEREAS**, this MOU memorializes the Parties' cross-agency collaboration and commitment to the successful implementation of BWC programs in Wheat Ridge and Golden.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**Section 1. Party Obligations**

**The Wheat Ridge Police Department ("WRPD"):** WRPD will act as primary award recipient for grant funding; responsible for all financial monitoring, audit requirements, and reporting requirements set forth in any relevant award special conditions and post-award instructions. Consistent with any terms and conditions of any grant funding received, WRPD will act as a pass-through entity to the Golden Police Department ("GPD"), and will issue a sub-award to GPD, in order for that agency to procure and implement its own BWC program. WRPD has assigned a BWC Program Director at the rank of Commander to oversee implementation of the program in the WRPD. WRPD intends to commit personnel and resources as necessary for a planned implementation model based on best practices guidance, consistent with available appropriations and funding.

**The Golden Police Department (GPD):** Consistent with any terms and conditions of any grant funding, GPD will act as a sub-recipient of grant funds received by WRPD. GPD will adhere to all reporting requirements, financial monitoring, and audit requirements set forth in any relevant award special conditions and post-award instructions, providing required information to WRPD within required timelines. GPD has assigned a BWC Program Director at the rank of Captain to

oversee implementation of the program in the GPD. GPD will support grant proposal(s) by the WRPD, and commits to assist the WRPD in carrying out the goals and objectives of any grant funding

**WRPD and GPD mutual obligations:**

1. Coordinate all grant-related activities through WRPD.
2. Abide by all program parameters defined by any grant awarded WRPD or GPD.
3. Adhere to all terms, conditions and requirements of any grant awarded WRPD or GPD, from the application process through the use and implementation of the funds.
4. Utilize a BWC Program Director who will be responsible for guiding the agencies through BWC program implementation and management within each agency for the duration of the grant period.
5. Adhere to BWC program deadlines established by each agency.
6. Follow all applicable budgetary requirements.
7. Support and participate in any required financial audits.

**First Judicial District Attorney's Office (DAO):** The DAO will consult and provide suggestions to the WRPD and GPD, as WRPD and GPD establish their respective policies, system selection, and retention specifications. The DAO is committed to including the following key provisions in each respective agency's BWC program policy:

- Recording protocols: when to activate & deactivate camera; when recording is required, discretionary, and prohibited
- Data retention periods for evidentiary recorded data
- Method of storage and tagging of evidentiary video
- Method for documenting chain of custody & preserving integrity of videos
- Accessibility of the video to prosecutors and method for release of videos as discovery in accordance with the Colorado Rules of Criminal Procedure
- Whether officer whose BWC recorded the event is authorized to review the recording in context of the ensuing investigation
- The need to document the existence of the BWC recording in written reports as well as when/why it was not activated or turned on/off
- Importance of recordings not taking the place of a thorough investigation and well-written report

As requested, the DAO will assist WRPD and GPD in the review of training curriculum and by providing training to officers related to the BWC Program.

**Section 2.**

Each Party agrees to be responsible for its own liability incurred as a result of its participation in the MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with such litigation. The Parties intend that nothing herein

shall be deemed or construed as a waiver by any Party of any rights, immunities, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, C.R.S., et seq.), as now or hereafter amended, or otherwise available at law or equity.

**Section 3.**

The terms of this MOU shall commence on the effective date first written above and it shall terminate upon the promulgation by WRPD and GPD of their policies and procedures for the BWC Program or on December 21, 2019, whichever shall first occur.

**Section 4.**

By entering into this MOU, the Parties do not intend to create any obligations, express or implied, other than those set out herein; further, this MOU is not intended to and shall not create in the public or any individual member of the public, a third party beneficiary relationship, nor authorize any person not a party to this MOU to maintain suit for personal injuries or property damage pursuant to the terms, conditions or provisions of this MOU.

**Section 5.**

This MOU is subject to, and shall be interpreted and performed under, the laws of the State of Colorado. For any dispute requiring court action concerning this MOU venue shall be the Jefferson County District Court for the First Judicial District of Colorado.

**Section 6.**

The waiver of any breach of a term, provision or requirement of the MOU shall not be construed or deemed as waiver of any subsequent breach of such term, provision, requirement, or of any other term, provision, or requirement. The sole and exclusive remedy for any breach of this MOU shall be termination, and none of the Parties shall be entitled to recover damages, costs or attorney fees.

**Section 7.**

All direct and indirect financial obligations of any Party under this MOU are subject to the annual appropriation of funds by such Party's governing body. No provision of this MOU will be or interpreted: (a) to directly or indirectly obligate any Party to make any payment in any fiscal year in excess of amounts appropriated by any Party for such fiscal year; or (b) as creating a debt or multiple fiscal year direct debt or other financial obligation whatsoever of any Party within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision.

**Section 8.**

Each Party represents that all procedures necessary to authorize such Party's execution of this MOU have been performed, and that the person signing for such Party has been authorized to do so.

CITY OF WHEAT RIDGE

*Bud Starker*

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Bud Starker, Mayor

Date *8/13/18*



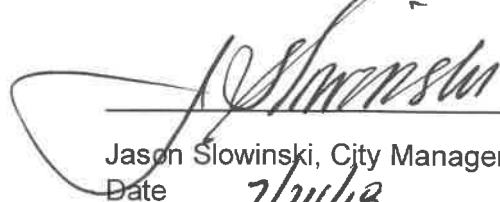
ATTEST:

*Janelle Shaver*

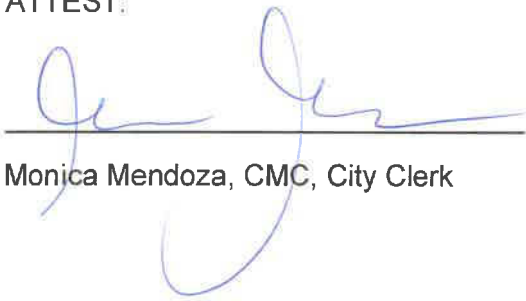
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Janelle Shaver, City Clerk

CITY OF GOLDEN

  
\_\_\_\_\_  
Jason Slowinski, City Manager  
Date 7/24/18

ATTEST:

  
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Monica Mendoza, CMC, City Clerk

**FIRST JUDICIAL DISTRICT ATTORNEY'S OFFICE**

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Peter Weir, District Attorney

Date



FIRST JUDICIAL DISTRICT ATTORNEY'S OFFICE

Peter Weir 1-24-18

Peter Weir, District Attorney

Date